

ENGINEERING DEPARTMENT

Memorandum

TO: Mayor Joe Wardy,
and City Representatives

FROM: for Irene Ramirez, P.E.
Interim City Engineer

CM

DATE: July 1, 2004

SUBJECT: City Council Agenda

COUNCIL AGENDA DATE: July 7, 2004

AGENDA ITEM NO: _____

(page # _____

The following item has been reviewed, and we recommend approval.

RESOLUTION: DISTRICT # 8 Representative Anthony Cobos

Be it Resolved By The City Council Of The City Of El Paso:

That the Mayor be authorized to execute an Interlocal Agreement by and between the CITY OF EL PASO and THE UNIVERSITY OF TEXAS AT EL PASO as related to the installation, use and future maintenance of high-speed data connectivity between the parties.

If you have any questions on this item please call Ted Marquez at 541-4035.

Cc: Laura Uribarri, Executive Assistant
Adrian Ocequeda, Executive Assistant
Jim Martinez, Interim C.A.O.
Liz Elizondo, City Attorney
Raymond L. Telles, Assistant City Attorney
Said Larbi Cherif, Asst. Dir. Of Facilities Management
Patricia Aduato, Deputy C.A.O. Building and Planning Services
Daryl Cole, Street Dept. Deputy Director
Engineering Div. Chiefs

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute an Interlocal Agreement by and between the City of El Paso and the University of Texas at El Paso as related to the installation, use and future maintenance of high-speed data connectivity between the parties.

PASSED AND APPROVED THIS 7TH DAY OF JULY 2004.

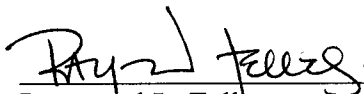
CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

This Agreement is made this 7th day of July 2004 by and between the **CITY OF EL PASO**, a municipal corporation of the State of Texas (hereinafter referred to as the City) and the **UNIVERSITY OF TEXAS AT EL PASO**, a public university of the State of Texas (hereinafter referred to as UTEP).

WHEREAS, the Parties desire a more efficient and effective communication connection between UTEP, the City of El Paso and other institutions, including but not limited to the University of Juarez, via high speed data connections (hereinafter referred to as the Project); and

WHEREAS, the City and UTEP desire to enter into an interlocal agreement, pursuant to the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code, in order to become more efficient and effective in each party's respective governmental duties as noted herein and more fully described as the Project; and

WHEREAS, the Parties paying for the performance of governmental functions and services shall make those payments from current revenues available to that paying party at the date of execution of this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants, and other good and valuable consideration as noted herein, it is hereby agreed by and between the parties as follows:

ARTICLE I
THE PROJECT

1.1 GENERAL DESCRIPTION OF THE PROJECT. The intention of the Project is to connect UTEP to the City via a high-speed circuit established on a Point-to-Point configuration from the UTEP telecommunications room to a UTEP Network router to be installed in the City telecommunications room. In addition, the Project shall include the continuation of the high-speed connectivity to the international bridge located on Stanton Street (the "Stanton Street Bridge"), via a 48-strand single mode fiber optic cable installed using the City's existing underground conduit. The City will supplement its existing conduit with additional, new conduit, should the City find it necessary in order to complete the Project.

1.2 DESIGNATED FIBER ROUTE. Subject to the reasonable revisions of the City, the approximate route to be followed by the conduit as more fully detailed within **Attachment "A"** (the "Designated Fiber Route"), which is attached hereto and incorporated herein for all purposes, shall be as follows:

The route will originate from the City's telecommunication room, located in the basement floor of City Hall, located at 2 Civic Center Plaza, El Paso Texas 79901, and proceed to the outside conduit located at the corner of Durango Street and Missouri Avenue. The route will then follow an easterly direction on Missouri Avenue to

Campbell Street. At the corner of Missouri Avenue and Campbell Street, the route will then follow a southerly direction to the corner of Campbell Street and San Antonio Avenue. At the corner of Campbell Street and San Antonio Avenue, the route will follow a westerly direction to the corner of San Antonio Avenue and Stanton Street. At the corner of San Antonio Avenue and Stanton Street, the route will follow a southerly direction to the apex of the Stanton Street Bridge.

1.3 GOODS AND SERVICES REQUIRED. Material and labor is required by each party to complete the Project. Any related installation shall be completed in accordance with the technical specifications and requirements more fully described within **Attachment "B"**, which is attached hereto and incorporated herein for all purposes.

1.3.1 UTEP'S INSTALLATION AND MAINTENANCE REQUIREMENTS. UTEP shall provide material and labor for the installation of a high-speed circuit for high-speed connectivity between UTEP and the UTEP network router, which shall be located in the City's telecommunication room. Also included in such material and labor requirements shall be the purchase and installation of any hardware necessary to transport data pursuant to the requirements of the Project. All costs related to this installation shall be borne by UTEP. UTEP shall also be responsible for any technological upgrades related to its equipment located at City Hall. Any maintenance agreements required during the term of this Agreement to maintain the forty-eight (48) fiber optic strands in good working condition shall also be acquired and managed solely by UTEP. Any labor or services provided through such a maintenance agreement for UTEP's optic strands shall be paid for solely by UTEP. Any labor or services provided through this maintenance agreement for the City's twelve (12) optic strands shall be paid for by UTEP, to be reimbursed by the City upon submittal of paid invoice.

1.3.2 CITY'S INSTALLATION REQUIREMENTS. In order to complete the services required for completion of the Project, except for those services noted in **Section 1.3.1** above, the City will retain the services of a contractor. The contractor shall comply with all technical specifications and requirements noted within **Attachment "B"**. The City shall be responsible for the City's end equipment associated with the use of the fiber, including any technological upgrades and installation requirements.

1.4 OWNERSHIP OF EQUIPMENT. Throughout the term of this Agreement and upon termination of the Agreement, ownership of the fiber optic cable shall be retained by UTEP with the exception of one (1) bundle of twelve (12) fiber optic strands, which shall be granted to the City by UTEP. Ownership of equipment hardware and other non-expendable items purchased by each entity shall be retained by the entity that purchased the equipment for use in the Project.

ARTICLE II DUTIES OF UTEP

2.1 PAYMENT. UTEP and the City agree that all monetary costs associated with the Project enumerated herein shall be incurred by UTEP funds currently identified and available to UTEP. Upon execution of this Agreement, UTEP shall provide immediate payment of ONE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED FIFTY and 00/100 DOLLARS

(\$128,550.00) to the City in order to allow for completion of the Project. Failure to provide such payment may result in the termination of this Agreement. Should the services required under this Agreement exceed the amount paid by UTEP to the City, UTEP will provide all additional funds required to complete the Project as described herein.

2.1.1 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by UTEP and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both parties.

2.2 FIBER OPTIC STRANDS. Of those fiber optic strands noted herein, UTEP shall give the City one (1) bundle of twelve (12) fiber optic strands to be used exclusively by the City. The City shall be responsible for any and all end equipment associated with the use of such strands as well as technological upgrades related to such end equipment.

2.3 UTEP POINT OF CONTACT. UTEP hereby appoints UTEP's Director of the Information Technology Department as UTEP's Point of Contact for this Agreement. This Point of Contact (POC), or a designee, will be responsible for the coordination of deployment functions related to this Agreement.

ARTICLE III DUTIES OF THE CITY

3.1 SELECTION OF CONTRACTOR. In accordance with any and all applicable procurement requirements, the City shall select a Contractor to complete the various installation services required by the Project. The Contractor shall be responsible for providing the services required herein, pursuant to the requirements of **Attachment "B"**.

3.2 CITY POINTS OF CONTACT. The City hereby appoints the City's Traffic Engineer and the City's Director of the Information Technology Department as the City's Points of Contact for this Agreement. These Points of Contact (POCs), or their designees, will be responsible for the coordination of deployment functions related to this Agreement.

3.3 PROVISION OF SPACE AND ACCESS TO UTEP. The City will provide reasonable floor space in the City's telecommunication room for a network rack to be installed by UTEP. Electrical power for equipment located in the designated network rack shall also be provided. The City will also provide reasonable access for UTEP personnel and contracted personnel to the City's telecommunication room where the fiber optic cable will originate. Access will be required during deployment of the Project as well as after deployment, for maintenance purposes, upon coordination with the City's POCs, as UTEP will be solely responsible for maintenance of this Project. Accordingly, the City shall also grant reasonable access to UTEP to the various Type 1 and Type 2 Ground boxes along the designated route for access to the fiber cable upon coordination with the City POCs. Such access will be granted to conduct maintenance or other activities (splicing, etc.) as required. This shall also include access to the End Point of the designated route at the Stanton Street Bridge location. There shall be no costs associated with the granting of such access to the underground conduit located along the designated route. The provision of space to UTEP for its property does not constitute liability to

the City for such property. The City shall not be responsible for any damage to UTEP property due to electrical surges, water damage, excessive heat or any other factors that are beyond the control of the City.

3.4 CONDUIT. The City will provide the underground conduit along the designated route (as more fully described in **Attachment "A"**) for installation and maintenance of the 48-strand Single Mode fiber optic cable.

3.5 CITY'S COSTS. Notwithstanding any other provision noted herein, the City shall be responsible for any maintenance costs incurred for the City's twelve (12) fiber optic strands. Upon prior written approval of the City, UTEP will instruct its maintenance contractor to repair and/or replace the City's fiber optic strands and pay for such repair and/or replacement. Such maintenance work shall be performed as soon as reasonably possible, so as to minimize any loss of use of such fiber optic strands. The City shall then, upon presentation of paid invoice, reimburse UTEP for such services rendered.

ARTICLE IV TERM AND TERMINATION

4.1 TERM. The term of this Agreement shall commence on the date first noted above and shall continue for a period of **ten (10) years**. Upon such expiration, the Parties will have an option to extend this Agreement for up to **two (2) additional five (5) year** periods pursuant to the same terms and conditions as noted herein. Should technology advancements require an amendment to the terms and conditions of this Agreement, such revisions may be made via written amendment, executed by both Parties.

4.2 TERMINATION. It is mutually understood and agreed that either the City or UTEP may terminate this Agreement, in whole or in part for the convenience of either party, upon **ninety (90) consecutive calendar days** written notice. It is also mutually understood and agreed that upon such notice of termination, if the Contractor is engaged in the provision of labor and services, the City shall immediately notify the Contractor to ensure the immediate cessation of all labor and services under this Agreement. In such an event, the Contractor will be paid for those services performed to such date, upon furnishing the City a progress report and an invoice to such date. In no event shall the City be liable for payment of any funds related to the Project, other than as explicitly noted herein.

4.3 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of the cancellation of federal funds covering this Project, UTEP shall promptly notify the City in writing of such cancellation. The City shall then promptly notify the Contractor of the cancellation whereupon the City shall require the Contractor to immediately cease and desist from performing any other work or services required by this Agreement. In such an event, the Contractor will be paid for those services performed to such date, upon furnishing the City a progress report and an invoice to such date. In no event shall the City be liable for payment of any funds related to the Project, other than as explicitly noted herein.

ARTICLE V
GENERAL CONDITIONS

5.1 LEGAL RELATIONSHIP. Each party to this Agreement is responsible for their own acts and deeds and for those of their agent, employees, contractors, and personnel acting for and under the direction of such entities, during the performance of any work or services to the extent provided by law.

5.2 AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

5.3 LEGAL CONSTRUCTIONS. In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.4 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City:	The City of El Paso Attn: The Honorable Mayor 2 Civic Center Plaza, 10 th Floor El Paso, Texas 79901
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With a Copy to:	The City of El Paso Attn: Traffic Engineer 2 Civic Center Plaza, 6 th Floor El Paso, Texas 79901
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To UTEP:	The University of Texas at El Paso Attn: President 500 West University Avenue El Paso, Texas 79968
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

5.5 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

5.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its

interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

5.7 REPRESENTATION OF COUNSEL; MUTUAL NEGOTIATION. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

5.8 AUTHORITY TO EXECUTE AGREEMENT. Each person signing below represents that he or she has read this Agreement in its entirety (including any and all Attachments); understands its terms; is duly authorized to execute this Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

5.9 ENTIRE AGREEMENT. This Agreement supercedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statements of promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

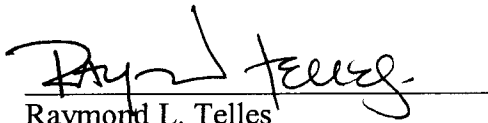
CITY OF EL PASO:

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

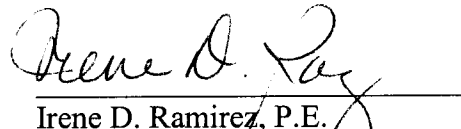


Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:

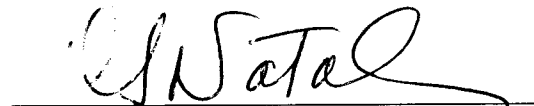
Tony Montoya, Director
Information Technology Department

APPROVED AS TO CONTENT:



Irene D. Ramirez, P.E.
Interim City Engineer

UNIVERSITY OF TEXAS AT EL PASO



Dr. Diana Natalicio, President

APPROVED AS TO CONTENT:

Jose R. Huerta, Manager
Information Technology Department

ATTACHMENT "B"

TECHNICAL SPECIFICATIONS & REQUIREMENTS

1.1 MATERIAL AND LABOR REQUIREMENTS. To establish the 48-strand fiber optic cable along the Designated Fiber Route the following material and labor requirements shall include, but not be limited to, the following:

Description	Unit	Est. Qty
Pre Test/Prep of Conduit System	LF	10,500
Excavate and Repair Conduit	LF	100
Excavation Special Pothole	CY	50
Remove TY A Ground Box	EA	30
Restore Concrete/Brick Walkway	EA	30
Conduit (PVC) (SCHD 40) (2")	LF	100
Conduit (PVC) SCHD 40) (3")	LF	100
Conduit (PVC) (SCHD 40) (4")	LF	100
Ground Box TY 1	EA	9
Ground Box TY 2	EA	3
Fiber Optic Cable (SM) (48 Fiber)	LF	10,500
Fiber Optic Splice Enclosure	EA	3
Inner Duct (optional)	LF	10,500
TOTAL		

1.2 HIGH SPEED CIRCUIT. A high-speed circuit for a high-speed point-to-point connection from the UTEP telecommunication room to the UTEP network router, which shall be installed and located in the City Hall telecommunication room. The high-speed circuit will connect directly to UTEP network equipment. Such installation shall include hardware required for operation of a high-speed circuit connection at both ends of the point-to-point connection.

1.3 NETWORK EQUIPMENT. Network equipment to be installed in the City Hall telecommunication room will include, but not be limited to, the following:

- a. One network equipment rack with dimensions of 24"x24"x 72".
- b. One Cisco router WS-C3550-12G
- c. One WS-G5484 (1000Base-SX GBIC)
- d. One WS-G5486 (1000Base-LX GBIC)
- e. One UPS (Un-interruptible Power Supply)
- f. One Light-guide Interconnection Unit (LIU) terminating 48 strands of fiber optic cable.
- g. Additional equipment to be installed in the network rack will be identified as needed.

ATTACHMENT "B"

1.4 NETWORK RACK. The network rack (24"x24"x72") will contain, but not be limited to, the following:

- a. Light-guide Interconnection Unit (LIU) terminating 48 strands of fiber optic cable.
- b. Cisco Router and components for routing UTEP data traffic
- c. Cisco Switch and components as needed
- d. Un-interruptible Power Supply (UPS)
- e. Other equipment to be identified

1.5 PERMITS. The provision of services required herein shall include any and all necessary permits, including but not limited to the necessary permits to make modifications to the existing Type A Ground boxes along the designated route and replace them with Type 1 and Type 2 Ground boxes as identified in Table 1.



REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED



ENGINEERING DEPARTMENT
TRAFFIC DIVISION

PROPOSED UTEP FIBER OPTIC ROUTE

SIZE	FSCM NO.	DWG NO.	REV
SCALE	SHEET		